



MIAMI DADE COUNTY  
MIAMI DADE PUBLIC HOUSING AGENCY (MDPHA)

DOCUMENT 00300  
MDPHA CONTRACT 146090  
WORK ORDER No 146090 – 2010 –

**PROJECT NAME:**

**LIST OF UNIT NUMBERS:**

**AGREEMENT**

This agreement (contract) by and between Miami-Dade County, Florida, a political subdivision of the State of Florida, acting by and through its **MDPHA Executive Director** hereinafter called **Gregg Fortner**, and \_\_\_\_\_ hereinafter called the “contractor”, whose address is . Witnessed, that the MDPHA and the contractor, for the consideration herein set forth, agree as follows:

**Article 1.**

**1.1** The contractor shall furnish all labor, materials, and service, and any other related work, to fully perform and complete all work required for the project, in strict accordance with the Contract Documents.

**Article 2.**

**2.1** Contract Documents: The Contract Documents are enumerated as follows:

- A. MDPHA Contract No. 146090 Document 00300 (Work Order)
- B. MDPHA Contract No. 146090 Specifications
- C. MDPHA Contract No. 146090 Document A1 and Unit price tables
- D. MDPHA Contract No. 146090 General Conditions and Supplements
- E. MDPHA Contract No. 146090 Special Conditions and Supplements
- F. MDPHA Contract No. 146090 Addenda

**2.2** The contractor acknowledges having received all of above-referenced documents and having carefully reviewed all documents.

**2.3** The Contract Documents are complementary and what is required by one shall be as binding as required by all. Contract Documents shall be coordinated in their entirety. Where variances occur between Contract Documents or within the document itself, the item or arrangement of better quality, greater quantity, higher cost or most stringent requirement shall be included in the Bid.

- 1. If any such variances occur in the Contract Documents, notify Owner for clarification before proceeding with the work.

**Article 3.**

**3.1** MDPHA will pay to the contractor for faithful performance of the contract, in lawful money of the United states of America, subject to the additions and deductions as provided for in the Contract Documents.

**3.2** The Contractor and MDPHA acknowledge that payments shall be in accordance with Prompt Payment Ordinance No. 94-40. Contractor further acknowledges that it shall review said ordinance for familiarity with its requirements and provisions. For **45 day contracts**, contractor may submit up to two payment requests. One payment request at a minimum of **50% completion** of the construction work in place (excluding contingency and permit fees) and a final payment at **100% completion** when all construction and all other related work are completed in their entirety, including but not limited to close-out of all permits, Final Release of Lien from General Contractor, Warranties and Final Certificates of Occupancy. Contingency amounts, if applicable, shall be submitted with Final payment request. MDPHA shall ascertain if the payment request can be processed for payment after the work is reviewed, field verified and all appropriate documents have been submitted.

**Article 4.**

**4.1** The contractor acknowledges that the completion of all work within the contract time is of the essence to the contract, and accepts that the contract time for this work is **45 calendar days**. Contract work and contract time shall begin upon issuance of **Notice to Proceed (NTP) by MDPHA**.

**4.2** The contractor and MDPHA hereby agree that liquidated damages at the rate of **\$ 200 / calendar day** shall be deducted from the contract sum for each calendar day of contract for time overrun.

**4.3** The contractor acknowledges that he has performed a detailed on-site inspection of all the work to be performed and has advised MDPHA of any revisions required which have been included herein. Contractor has also carefully reviewed all Contract Documents so as to ascertain the full extent of all work to be performed and repairs necessary to return the areas indicated in Contract Documents to like new condition, for their intended use.

Document A1 cost		\$
Unit Price Table cost		\$
Permits	\$900 Per Unit	\$
Total Base Amount		\$
10% Contingency Allowance		\$
FOR A TOTAL CONTRACT SUM OF		\$

\_\_\_\_\_  
Witness (or Secretary & Seal)

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Witness                                      Date

\_\_\_\_\_  
Signature                                      Date

\_\_\_\_\_  
Project Manager                                      Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name & Address of Company

**Vendor issued by Procurement and Support Services**

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Signature  
Procurement Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name  
Procurement Representative

Approved on behalf of MDHA by:

\_\_\_\_\_  
Alejandro Ballina, MDPHA Director of Asset Management Division

\_\_\_\_\_  
Jorge R. Cibrán, AIA, MDPHA Director of Facilities & Development Division

\_\_\_\_\_  
Craig Clay, MDPHA Chief Financial Officer

\_\_\_\_\_  
Gregg Fortner, MDPHA Executive Director

**Vendor Performance Rating**

Satisfactory ☐

Unsatisfactory ☐

Rating Comments

\_\_\_\_\_  
Signature  
Project Manager

\_\_\_\_\_  
Date

**Completed Work Order reviewed by:**

\_\_\_\_\_  
Signature  
Procurement Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name  
Procurement Representative